

AGREEMENT

BETWEEN

THE PASSAIC VALLEY SEWERAGE COMMISSION

AND

THE PVSC PROFESSIONAL GROUP

JANUARY 1, 2015 – DECEMBER 31, 2017

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THIS AGREEMENT (the "Agreement" or "CBA") is entered into this _____ day of _____, 2016, between THE PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC"), a body politic and corporate organized pursuant to N.J.S.A. 58:14-1, et seq., with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105, and THE PROFESSIONALS GROUP – PVSC (the "Union"), comprised of professional non-supervisory employees of PVSC.

SECTION 1 – BARGAINING UNIT

1.1 BARGAINING UNIT RECOGNITION

PVSC recognizes the Union as certified on January 18, 2011, by the State of New Jersey Public Employment Relations Commission (PERC) in Docket No. RO-2011-030 for the purpose of collective negotiations with PVSC as defined by the statutes and Administrative Code in such cases made and provided.

1.2 "BARGAINING UNIT" DEFINED

The provisions of this Agreement shall apply to all PVSC employees in the following job classifications:

Job Title	Salary Range(s)
Chemist I	11-12/4
Chemist II	9-10
Chemist III	5-8
Senior Engineer (Including Engineer I and II)	13-15/4
Project Engineer (Including Engineer III and IV)	11-12
Engineer (Including Engineer V and VI)	8-10
Senior Scientist	11-12/4
Project Scientist	9-10
Scientist	5-8
Nurse	7-10

PVSC and the Union acknowledge that it is PVSC's intent to pay all personnel within the pay ranges identified for each listed job title. PVSC and the Union further acknowledge, however, that certain anomalous situations exist in which an employee currently serving in one of the listed job titles is being paid at a higher range than is prescribed for personnel serving in such positions.

In such a case, PVSC agrees that it will not reduce the employee's salary solely for that reason. PVSC and the Union acknowledge and agree that any replacement for the job title indicated shall be paid within the ranges prescribed for each job title. PVSC and the Union further agree that, upon an employee's completion of twelve (12) months within the final step of a salary range, PVSC shall give due consideration to moving the employee to the next higher salary range, if any, within that title.

The Union reserves the right to include employees in any job classifications, not stated previously, if these job classifications are consistent with job classifications that should be included in the Bargaining Unit, whether they are now employed or become employed during the term of this Agreement.

1.3 RECOGNITION OF COMMITTEE MEMBERS

PVSC will recognize the Lead Representative, Representative, and Committee Members of the Union selected in accordance with the Union's Constitution and Bylaws, as representatives of employees in the respective departments for which they are chosen. The Union agrees to limit the number of Committee Members as follows: one (1) member and one (1) alternate from Groups "A, B, C", and one (1) member from Group "D", with a total number of seven (7) Committee Members. Of the seven (7) Committee Members, one (1) member will hold the title of Lead Representative, and one (1) member will hold the title of Representative. Each Committee Member is to be assigned to a specific area covering specific departments as follows:

<u>COMMITTEE MEMBER GROUP</u>	<u>DEPARTMENT</u>
A	Process Control
B	Laboratory
C	Engineering
D	Nurse

The Union will notify PVSC as to the identities of the Lead Representative, Representative, and Committee Members and the department assigned to each Committee Member.

Committee Members shall be free to conduct their Union duties within their regularly scheduled working hours and before and after such hours. Committee Members shall not leave their workstation without permission from their supervisors, which permission shall not be unreasonably withheld.

1.4 CHOICE OF COMMITTEE MEMBERS

PVSC understands that the choice of and removal from the office of Representatives or Committee Members is a function of the Union. The Union will notify PVSC within twenty-four (24) hours of any changes.

1.5 PAY OF COMMITTEE MEMBERS

When any Committee Member is attending to recognized on-site duties, the Committee Member shall not be financially penalized. Similarly, if the members of the negotiating committee, consisting of the Union's Lead Representative and Representative, are required to attend a negotiation during their regularly scheduled working hours, they shall not be financially penalized.

SECTION 2 – MANAGEMENT

2.1 RESERVATION OF MANAGEMENT RIGHTS

A. PVSC hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not by way of limitation, the following rights:

1. The executive management and administrative control of PVSC and its properties and facilities;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees, subject to the terms of this Agreement;
3. To suspend, demote, discharge or take other disciplinary action, subject to the grievance procedure;
4. To establish rules, regulations, policies, and procedures for the operation of PVSC, not inconsistent with the terms of this Agreement;
5. To make all such decisions relating to the performance of PVSC's operation and maintenance activities; and
6. To establish any new job classification, and job content and qualifications, provided the same are not designed to circumvent the terms of this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties, or other responsibilities of PVSC, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict PVSC in its exclusive right to administer PVSC and control the work of its personnel, nor to deny or restrict PVSC in any of its rights, responsibilities, and authority under N.J.S.A. 58:14-1, et seq., or any other federal, state, county, or local laws or ordinances.

2.2 DISCIPLINE AND DISCHARGE

Discipline and discharge are exclusive management prerogatives, are not a subject matter of this Agreement, and will not in any way be affected by any provisions of this Agreement.

SECTION 3 – LABOR RELATIONS

3.1 GOVERNING LAW

The parties recognize and affirm that their relationship is governed by the New Jersey Public Employment Relations Act (N.J.S.A. 34:13A-1, et seq.) and that they are bound by the rules and regulations of the New Jersey Public Employment Relations Commission (PERC).

3.2 MUTUAL PLEDGE

PVSC and the Union pledge themselves:

- A. To abide by all regulations mutually agreed upon.
- B. To give each other fullest cooperation, to the end that harmonious relations may be maintained in the interest of both Employer and Employees.
- C. To cooperate fully with each other in the maintenance of discipline.

3.3 LABOR-MANAGEMENT COMMITTEE

PVSC agrees to form a joint Labor-Management Committee to discuss questions arising out of this Agreement, any other Collective Bargaining Agreement(s) between PVSC and any other Collective Bargaining Unit(s), and/or any other matters of mutual concern in the implementation of same. The Committee shall meet at least once every three (3) months and on such other occasions as are appropriate. To the extent any other Collective Bargaining Unit(s) agree to participate in the Labor-Management Committee, the Committee shall include one (1) representative from each Collective Bargaining Unit at PVSC, as well as representatives from PVSC Management.

3.4 NO STRIKE

The Union agrees that it will not authorize a strike, sit-down, or work stoppage. PVSC agrees that it will not engage in a lockout of the employees. The Union further agrees that it will take every reasonable means which is within its powers to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work. PVSC and the Union further agree that all questions, disputes, or controversies under this Agreement shall be settled and determined solely and exclusively by the conciliation and arbitration procedures provided in this Agreement unless otherwise mutually agreed to.

3.5 PVSC EMPLOYEE RULES

Employees are responsible for the observance of all PVSC rules, regulations, policies, and procedures. Any complaint arising from the application of rules instituted by PVSC may be processed through the grievance procedure. PVSC shall not make rules which in any way conflict with or modify the terms of this Agreement. PVSC assumes responsibility for the strict and equal enforcement of the rules without discrimination. A violation of any of the rules, regulations, policies, or procedures may result in disciplinary action by PVSC.

SECTION 4 – SENIORITY

4.1 SENIORITY DEFINITION

Seniority as used herein is designated as the right accruing to an employee through length of service which entitles the employee to certain preferences provided for in this Agreement.

4.2 COMPUTATION OF SENIORITY

Seniority shall be based upon total uninterrupted employment in a Bargaining Unit position within PVSC.

In determining seniority, no deductions shall be made for any time lost because of illness, accident, leave of absence, or layoff, when such layoff does not exceed one (1) year. Any employee(s) resigning or being discharged for cause shall immediately forfeit all seniority previously accrued.

4.3 EMPLOYEES OUTSIDE BARGAINING UNIT

Employees promoted to classifications outside the Bargaining Unit shall, upon their return to the Bargaining Unit, be given seniority only for the time previously accumulated within the Bargaining Unit.

4.4 TERMINATION OF SENIORITY

An employee shall cease to have seniority if the employee:

- A. Voluntarily terminates employment; or
- B. Is discharged and is not reinstated; or
- C. Does not return to work within five (5) working days when notified by certified mail to report back to work.

4.5 SENIORITY LIST

PVSC agrees to submit the seniority list to the Union upon its request for such list, but not more frequently than twice in any contract year.

4.6 LAYOFF AND RECALL PROCEDURES

When it is necessary to lay off employees, the Union shall be notified at once and the conditions outlined below shall be observed:

A. Regular full-time employees within a classification will not be laid off before all emergency or temporary appointments, temporary extras, provisional appointments, or employees working within a testing period in the affected classification are laid off or returned to their previous classification. These regular full-time employees will be given maximum notice of any reduction in work force.

B. PVSC shall provide a minimum of thirty (30) calendar days' notice of layoff to any regular full-time employee affected.

C. The name of any regular full-time employee laid off shall be placed on a special re-employment list. Persons on this list will be given preferential consideration over any other applicant for openings in any job classification within any PVSC Bargaining Unit provided they are trainable to handle the job within a reasonable time. Those employees not exercising this right shall not be barred from recall to the job classification from which they were laid off, in accordance with their seniority. They employee(s) must provide PVSC with any address change while waiting for recall. This preferential list shall remain in effect for a period of six (6) months.

D. Regular full-time employees will be recalled to work in the reverse order in which they were laid off. Notice of recall will be made in writing by certified mail to the employee's home address of record.

E. An employee who is recalled must respond within five (5) calendar days of receipt of the recall notice or within ten (10) calendar days from the date the notice was mailed to his/her home address of record, or he/she shall be considered to have abandoned his/her recall rights and resigned.

F. An employee recalled to his/her former job classification must report to work within the specified time limits or be considered to have resigned.

G. An employee recalled to a job classification with a lower salary rate than his/her previous job may refuse such position and remain eligible for recall.

SECTION 5 – WORKPLACE ENVIRONMENT

5.1 EQUAL OPPORTUNITY / NO DISCRIMINATION

It is PVSC's policy and goal, in every instance, to recruit, hire, transfer, assign, promote, and retain the most qualified applicant for a vacant position.

PVSC provides equal employment opportunities to all people without regard to race, color, creed, national origin, ancestry, sex/gender (including pregnancy), affectional or sexual orientation, age, marital status, religion, familial status, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability (including perceived disability and physical, mental, and/or intellectual disabilities), or handicap, with respect to employment, or in any of the terms or conditions of employment. In addition, physical or mental limitations will not be a factor in the application of PVSC employment policies or employment practices, except for those situations in which occupational requirements make consideration of such factors necessary.

Under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Law Against Discrimination (LAD), and their respective amendments, it is illegal to discriminate in any aspect of employment, including: hiring and firing; compensation; assignment or classification of employees; transfer, promotion, layoff, or recall; job advertisements; recruitment; testing; use of company facilities; training and apprenticeship programs; fringe benefits; pay, retirement plans, and disability leave; or other terms and conditions of employment. Discriminatory practices under these laws also include: harassment on the basis of race, creed, religion, color, national origin, ancestry, age, sex/gender (including pregnancy), marital status, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability (including perceived disability, physical, mental, and/or intellectual disabilities), or for liability for service in the Armed Forces of the United States; retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices; employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities; and denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, national origin, or an individual with a disability. Title VII also prohibits discrimination because of participation in schools or places of worship associated with a particular racial, ethnic, or religious group.

5.2 SAFETY AND HEALTH

Adequate facilities shall be provided by PVSC in departments for employees to hang clothing, as well as adequate wash stands, showers, and toilets in all buildings.

Precautions to ensure the health and safety of employees shall, as far as practical, be at all times taken by PVSC, including a supply of "First Aid Cabinets" at convenient locations at the worksite.

PVSC will provide one (1) pair of safety shoes for each Union member for each year of this Agreement. Appropriate safety shoes will be available for the specific job tasks of each member of the Union, and all styles of safety shoes made available to PVSC will be available for selection by Union employees. All Union employees shall wear safety shoes on the job when necessary, equivalent in protective quality as those provided by PVSC.

PVSC shall reimburse each Union member whose job duties require them to wear safety eyewear up to two-hundred fifty dollars (\$250) per contract year for the employee's purchase of approved prescription safety eyewear. The parties expressly acknowledge that this benefit shall not be applied retroactively and shall only become available after the date of ratification of this CBA both PVSC and the Union.

At PVSC's cost and conditioned upon the availability of the vaccine, PVSC will make tetanus (Td), tetanus/diphtheria/pertussis (Tdap), hepatitis B (HepB), and influenza (Flu) inoculations available to every Union employee once during each year of this Agreement, on a voluntary basis, to be administered by PVSC during regular working hours.

5.3 ON THE JOB INJURY

Any employee covered by this Agreement, who on any day is unable to complete a full day's work because of an injury or other disability that occurred within the course and scope of his/her employment, shall receive full pay for his/her regular workday (seven (7) hours) on that day, provided the employee's injury or disability is verified by an appropriate medical professional approved by PVSC.

5.4 REINSTATEMENT AFTER INJURY

Any employee covered by this Agreement who is incapacitated by any injury arising out of, or in the course of his/her employment shall continue to accumulate seniority during his/her absence due to such injury and shall be reinstated, upon recovery, to his/her former position with full seniority rights, provided that the employee is physically and mentally qualified to perform the required duties of that position, and provided that the employee's job has not been abolished in the meantime or filled by an employee with greater seniority. If, by reason of the circumstances noted above, such employee cannot be reinstated to his/her previous job, the employee will return to such a job as is available and for which the employee is qualified by reason of fitness and ability, giving full consideration to the employee's seniority, and the employee shall be paid at a rate commensurate with his/her qualifications, fitness, and ability for the job classification concerned. It is understood that when such an employee returns to work, the regular rules of seniority will prevail for those employees below on the seniority list, unless otherwise mutually agreed by the Union and PVSC. PVSC reserves the right to have any employee examined by a medical doctor chosen by PVSC prior to returning to work.

5.5 LOST TIME FOR MEDICAL TREATMENT FOR COMPENSATION INJURY

If any employee covered by this Agreement is disabled by injury incurred in the performance of the employee's duties, or by illness as a direct result of, or arising out of his/her employment, the employee shall continue to receive his/her usual pay for the first seven (7) work days of disability. These days are not charged to sick or any other accrued leave, provided that such disability is certified to by a physician designated by PVSC.

Employees absent for more than seven (7) work days because of work-related injuries will then be eligible for Workers' Compensation Disability Benefits only, thereby not utilizing any sick days. Further, at the employee's option, an employee who is receiving Worker's Compensation Disability Benefits may use accrued/earned vacation time, personal time, or compensatory time to supplement his/her Disability Benefits up to the point where, when combined with such benefits, the employee receives one hundred percent (100%) of his/her net bi-weekly salary. Such additional pay shall be subject to all federal, state, and other statutory withholdings.

In all cases, the employee must immediately report all injuries incurred during work hours, no matter how minor, to the employee's supervisor. The employee may be required to furnish a physician's certificate or other evidence of the original and continued disability as a result of the work-related injury.

5.6 USE OF ACCRUED VACATION AND/OR PERSONAL TIME WHILE OUT ON FMLA/FLA NOT REQUIRED.

A Union member who is on leave from work under either the Family and Medical Leave Act of 1993 or the New Jersey Family Leave Act (N.J.S.A. 34:11B-1, et seq.) shall not be required to use any accrued vacation time and/or accrued personal time while out on such leave, but may continue to do so at the employee's option. The parties expressly acknowledge that this benefit shall not be applied retroactively and shall only become available upon the ratification of this CBA by both PVSC and the Union.

SECTION 6 – WORK HOURS AND BREAKS

6.1 STANDARD WORK WEEK

The standard work week for Union employees is thirty-five (35) hours per week, consisting of seven (7) hours per day over five (5) days, not including a lunch period. For non-Laboratory Union employees, the standard workday consists of core hours between 8:15 AM – 4:15 PM. For Laboratory Union employees, the standard workday consists of core hours between 7:30 AM – 3:30 PM. Union employees, as exempt salaried employees under the Fair Labor Standards Act (FLSA), are expected to work hours as necessary to complete their job tasks. All departments are to be adequately staffed to perform regular business activities and appropriate services during core hours.

Department Heads may authorize temporary modified work periods for Professional Group employees on a case-by-case basis that may vary from the established core hours. Alternate work periods shall include the majority of the core hours with a modified start and end time to maintain a standard thirty-five (35) hour work week. Modifications to work periods are subject to PVSC Management review. Further, as salaried employees, Professional Group employees will ordinarily not be docked or otherwise penalized for an occasional delayed start of the work period. However, every effort must be made to start the standard work day or established alternate work day on time. Work period hours may be shifted accordingly for a delayed start time. Supervisors may use discretion in disciplining employees for excessive delayed start times that occur without prior approval. Pattern or chronic delayed start times are subject to review by PVSC Management and may be grounds for discipline.

Managers and Supervisors are responsible for setting and monitoring accountability expectations for Professional Group employees at PVSC. Professional Group employees found to be abusing the time policy flexibility afforded to PVSC Professional Group employees will be individually disciplined by their immediate supervisor and/or Department Head.

6.2 LUNCH PERIODS

Union employees shall be afforded a one (1) hour lunch period, preferably scheduled between the hours of 11:00 A.M. and 2:00 PM, or as the employee's daily job duties allow.

6.3 BREAKS

Union employees shall be afforded two (2) fifteen (15) minute breaks during each workday, not to be taken in conjunction with the employee's lunch period.

SECTION 7 – SALARY

7.1 OUTLINE OF WAGE RATES

PVSC agrees to establish the salary structures attached to this CBA for all Union employees, including a series of Pay Ranges and incremental Step pay increases within those Pay Ranges. Union employees will be inserted into this salary structure, based on their job title and associated knowledge, expertise, abilities, and experience.

All Union employees will be inserted into the attached salary structure at a Pay Ranges and Step equivalent to current salaries. Union employees will be eligible to move up one (1) Step increment per year, on the anniversary of each employee's date of hire or, if the employee is subsequently promoted, on the anniversary of the latest date of promotion. A Union employee whose current salary is between Steps for a Pay Grade on the newly proposed salary structure will remain between Steps until the anniversary of his or her date of hire, upon which the employee shall move up to the next Step increment.

Wage Rates covered by this Agreement and set forth on the Wage Rate Schedules for the years 2015, 2016, and 2017, are attached hereto as Exhibits A, B, and C, respectively:

Union Wage Rate Schedule A, to be effective on January 1, 2015, includes a two percent (2%) increase over 2014 wages for Union employees in all Pay Ranges. Union employees will receive a Step pay increase on the anniversary of their date of hire or, if the employee is subsequently promoted, on the anniversary of the latest date of promotion, if eligible.

Union Wage Rate Schedule B, to be effective on January 1, 2016, includes a two percent (2%) increase over 2015 wages for Union employees in all Pay Ranges. Union employees will receive a Step pay increase on the anniversary of their date of hire or, if the employee is subsequently promoted, on the anniversary of the latest date of promotion, if eligible.

Union Wage Rate Schedule C, to be effective on January 1, 2017, includes a two percent (2%) increase over 2016 wages for Union employees in all Pay Ranges. Union employees will receive a Step pay increase on the anniversary of their date of hire or, if the employee is subsequently promoted, on the anniversary of the latest date of promotion, if eligible.

Wage rate adjustments apply to current employees as of the execution date of this CBA. Union employees who were separated from their employment with PVSC prior to the execution of this CBA shall not be eligible for wage rate adjustments and retroactive pay. Any retroactive payments made by PVSC pursuant to the attached wage rate schedules shall apply to base salary only.

7.2 SALARY STEP GUIDE TO EXPAND TO TEN (10) STEPS.

Beginning on January 1, 2017, the salary step guide for all Union members shall increase from its current level of six (6) steps per salary range to ten (10) steps per salary range, as indicated in Wage Rate Schedule D.

7.3 HOLIDAY AND WEEKEND SHIFT PAY

Certain Union employees (e.g., Chemists) may be required to work on a number of scheduled holidays throughout the year. When a Union employee is required to work on a holiday identified in Section 8.2 of this CBA, the employee shall receive Compensatory Time at the rate of one and one half (1½) hours for all hours worked, and straight time pay for all hours worked.

Certain Union employees may be required to work a shifted schedule to provide coverage for weekends. Union employee who is required to do so shall be entitled to compensatory time for actual time worked for any holiday identified in Section 8.2 of this CBA that falls on that employee's regularly scheduled day off.

At the employee's option, an employee may elect to receive cash payment for holiday pay under this section in place of Compensatory Time.

7.4 COMPENSATORY TIME

Subject to Supervisor approval, certain Union employees may be required to attend late-night meetings or work on event-driven projects which occur during hours outside of the standard workday. Union employees required to attend such meetings or work on such event-driven projects outside of regular work hours may earn Compensatory Time for actual time worked for such work. Such Compensatory Time may be accrued and used at a later date with Supervisor approval. Compensatory Time shall be used in increments of thirty (30) minutes. At the employee's option, the employee may receive pay in lieu of Compensatory Time for attendance at such events.

7.5 STAND-BY POLICY

A Union employee who is not working but is required to be available to return to work upon notification shall be considered to be on stand-by status. The Union employee shall be required to be available to return to PVSC within one (1) hour of notice via PVSC-issued pager or other pre-arranged method of communication. A Union employee on stand-by status shall receive additional compensation of fifty dollars (\$50.00) per week.

7.6 EMERGENCY CALL-IN

When a Union employee is called back to duty after the end of a regular workday, the employee shall be entitled to a minimum payment of four (4) hours or the actual amount of time worked, whichever is greater. PVSC reserves the right to have the employee remain at work for the entire four-hour period, even if the emergency necessitating the call-in is abated prior to the expiration of that time.

7.7 OUT-OF-TITLE PAY

In the event that a Union employee is temporarily assigned by his or her immediate Supervisor or Department Head to perform duties not set forth in the employee's job specification, which are duties set forth in a job description of a higher title, and the employee performs those duties during fifty percent (50%) or more of his or her working time over a period of ten (10) consecutive working days, the employee shall be paid at the higher salary rate thereafter while performing higher job duties.

7.8 PROMOTION FOR SIX (6) CONSECUTIVE MONTHS OF OUT-OF-TITLE WORK.

A Union member who has been temporarily assigned by her or his Department Head to perform duties not set forth in her or his job specification, and which duties are set forth in a job specification of a higher title, and the employee performs those duties during fifty percent (50%) or more of her or his working time over a period of six (6) consecutive months without interruption shall be entitled to a promotion to the higher title, provided that the employee meets all minimum requirements, including, but not limited to, education and experiential, for the higher title. This benefit shall not apply where the need for the temporary assignment was caused due to an employee being placed on approved leave from PVSC. The parties expressly acknowledge that this benefit shall not be applied retroactively and the accrual time for this benefit to apply shall only commence upon the ratification of this CBA by both PVSC and the Union.

7.9 PAYROLL

All Union employees are to be paid on a bi-weekly basis, their paychecks to be distributed every other Thursday. This payment shall cover the pay period ending on the Saturday prior to payday. When a Union employee terminates employment, the employee shall receive a check on the following pay day to complete payment for the last period worked. There shall be no advance pay in anticipation of a holiday or vacation or other time off.

SECTION 8 – BENEFITS

8.1 LIFE INSURANCE AND PENSION

All Union employees are required to become members of the New Jersey Public Employees Retirement System ("PERS"). Subject to change as required by State Law, PVSC withholds a percentage of each employee's salary for contribution to the employee's pension, according to a rate set by PERS. PVSC also contributes a percentage of each employee's salary, as determined by PERS to the Retirement System. Said fund shall be administered in accordance with the Rules and Regulations of PERS as may be adopted from time to time.

Members of PERS receive a non-contributory life insurance policy in the amount of one and one-half (1½) times annual salary under the Group Life Insurance Plan administered by PERS. Employees under age sixty (60) are eligible for coverage without medical examination; employees sixty (60) years of age and over must take a physical examination. In addition, any employee under sixty (60) years of age who is required to join PERS must also subscribe to the Contributory Life Insurance Plan administered by PERS for coverage in an additional amount of one and one-half (1½) times salary during the first year of PERS membership. After one (1) year, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employee's rate of contribution for this additional Contributory Life Insurance is set by PERS.

Application for retirement benefits must be made through the Human Resources Department or directly through PERS as far in advance of the anticipated date of retirement if pension payments are to start on that date. The Division of Pensions and Benefits recommends filing four to six (4-6) months in advance of the anticipated date of retirement. More detailed information and enrollment forms will be made available from the Human Resources Department.

8.2 HOLIDAYS

All Union employees will be granted holidays with pay for only those days specifically designated as holidays as follows:

New Year's Day	Election Day
Martin Luther King's Birthday	Armistice / Veterans' Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving (starting 2016)
Memorial Day	Christmas Day
Independence Day	
Labor Day	
Columbus Day	

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

If a holiday falls during an employee's vacation, a day of vacation shall not be charged for that holiday. Holidays falling within a period of other authorized leave with pay will not be charged against such leave.

8.3 VACATION TIME

New Union employees shall not receive any vacation time during the first three (3) months of employment. After that, new Union employees shall accrue one (1) day of paid vacation time for each month of service for the remainder of the calendar year in which the new employee was hired.

Commencing on January 1st of the first full calendar year after hiring, all Union employees shall accrue paid vacation time in accordance with the following schedule, or as otherwise negotiated at the time of hire:

<u>Years of Employment</u>	<u>Total Annual Vacation Time</u>
1 through 4	10 working days
5 through 11	15 working days
12 through 19	20 working days
20 and over	25 working days

Union employees earning the equivalent of the current salary Pay Grade 15 or greater shall be entitled to twenty-five (25) vacation days per calendar year, regardless of years of employment.

Vacation time accrues on a pro-rata basis during the calendar year; the total annual vacation days identified above represents a benefit in anticipation of completion of a full calendar year of work. Upon request and in the sole discretion of PVSC, a Union employee may be allowed to use unaccrued vacation time during a given calendar year. An employee who is allowed to use unaccrued vacation time and subsequently separates from PVSC before the end of the calendar year for any reason must reimburse PVSC a sum equal to the unaccrued vacation time taken.

If a Union employee leaves PVSC service with a balance of accrued vacation days, he or she will be paid for such time at the applicable daily rate of pay. In the event of an employee's death, the unused accrued vacation time shall be payable to his or her estate. Under no circumstances may an employee forego vacation time and receive pay instead.

Upon request, unused accrued vacation days may be carried over from one calendar year to the immediately subsequent calendar year only. Carryover vacation days are limited to one-half ($\frac{1}{2}$) of an employee's allowed annual vacation time, unless a greater carryover amount is approved by the Executive Director. Any such request shall be made in writing to the Executive Director through the immediate supervisor by

December 1st of the current year. In no event shall unused vacation time be carried over for more than one calendar year.

Vacations shall be scheduled to minimize the impact on an employee's department and the need to call in additional personnel during the employee's absence. Union employees requesting vacation time shall request supervisor permission as early as practicable.

Vacation days may be used as follows: (a) the first increment of a single request to use vacation time shall be no less than one (1) hour; and (b) after the initial one-hour increment, and within the same request to use vacation time, subsequent consecutive minimum increments of thirty (30) minutes may be used. In other words, vacation time may be used in the following amounts: one (1) hour, ninety (90) minutes, two (2) hours, etc.

The time of year of the vacation shall be determined by the Department Director with due regard to the wishes of the employee and with particular regard for the need for the employee's service. Vacations shall be scheduled in advance by each supervisor in accordance with the work requirements of the section, giving preference to the requests of employees with greater seniority. Each employee will be notified as far in advance as possible of the vacation period approved for the employee. Vacation periods shall be subject to approval by the Department Director.

8.4 SICK DAYS

Sick days may be used when an employee is unable to attend work because of illness, accident, exposure to a contagious disease, or to provide emergency attendance upon an ill member of his or her immediate family. "Immediate family" means: (a) spouse, civil union partner, domestic partner or significant other; (b) dependent minor child, stepchild, adopted child, foster child or legal ward; and (c) mother or father of the employee or spouse (including civil union or equivalent partner) living as a permanent member of the employee's household. Sick time will be charged in thirty (30) minute minimum increments.

An employee who does not report for work due to an alleged personal health condition or that of an immediate family member may be required by his or her supervisor to furnish a certification signed by a medical doctor stating that the employee was not able to report for any duty connected with the employee's job on the dates absent. In addition, PVSC may require an employee who is out sick for an extended period of time to submit to examination by a physician designated by PVSC. Whenever such physician shall report in writing that the employee is fit for duty, the employee shall no longer be entitled to use sick days. Such examination shall be paid for by PVSC. Abuse of sick time is grounds for discipline, up to and including immediate termination.

In order for an employee to receive compensation while absent on sick time, an absent employee shall notify his or her immediate supervisor promptly at the beginning of the work day.

If any employee requests sick time to begin immediately prior to the start of a scheduled vacation, the vacation shall be postponed to some other period. If an employee requires sick time while on vacation time, the employee shall notify his or her supervisor as soon as practical to request sick time. Upon presentation of appropriate certification, the Executive Director may approve the charging of sick time in lieu of vacation time.

Holidays and regular days off shall not be counted in computing the use of sick time.

Employees who are on leave or absent with pay continue to earn sick and vacation time. Employees who are on leave or absent without pay do not earn sick or vacation time, with the exception of unpaid absences due to on-the-job injury. If an employee requires none or only a portion of allowable sick time in any calendar year, the amount of such leave not taken shall accumulate to the employee's credit indefinitely and without limit.

New employees shall be credited with one (1) day of sick time for each month of service worked during the employee's first calendar year. New employees may not use any days of sick time for the first three (3) months of employment. Thereafter, and commencing on every January 1st, all eligible employees shall be credited with twelve (12) days of sick time per calendar year.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

When an employee is absent for any part of the day due to sickness as herein defined, the employee shall be charged sick time only for the actual time absent rounded up to a minimum of one-half (1/2) hour.

Unless PVSC determines that extenuating circumstances exist, Union employees not reporting to work due to sickness, accident, etc., shall notify their immediate supervisors prior to the start of the standard workday (8:15 AM).

Union members shall not be subject to the Sick Time oversight policy as outlined in the PVSC Personnel Policies and Procedures Manual, dated June 1, 2012 (revised), pursuant to PVSC Executive Directive 158-11.

Union employees on approved leave must use all accrued sick time only, not all available sick time which may include both accrued and unaccrued time, prior to going on unpaid leave and becoming eligible for benefits under the New Jersey Temporary Disability Leave Law (N.J.S.A. 43:21-39.1, et seq.).

8.5 CASH-IN OF UNUSED SICK TIME UPON RETIREMENT

Union employees who have earned and accumulated sick days credited to the employee as of the date of execution of this Agreement will be entitled to cash in unused sick time upon retirement as set forth herein.

An employee who retires within the meaning PERS from PVSC and has at least fifteen (15) years of uninterrupted service shall receive a lump sum payment as supplemental compensation for Sick Time that is credited to the employee on the effective date of retirement. The amount of the supplemental compensation shall be calculated at a rate of one-half of the retiring employee's daily rate based upon the average annual base compensation received during the employee's final year of employment, exclusive of any overtime or special payments. No such supplemental compensation shall exceed \$15,000.00.

Employees who elect deferred retirement benefits shall not be eligible for any payments for unused sick time. Deferred retirement occurs when an employee terminates employment and vests his pension credits for pension payments at a future time.

An employee who dies while in the employment of PVSC and has fifteen (15) years of uninterrupted service shall be entitled to a lump sum payment as supplemental compensation for accumulated sick days that are credited to the employee as of the date of death. The supplemental compensation payment shall be computed at the rate of one-half of the eligible employee's daily rate based upon the average annual compensation received during the employee's final year of employment, exclusive of any overtime or special payments. It is further provided that no such supplemental compensation shall exceed \$15,000.00.

8.6 ANNUAL CASH-IN OF SICK DAYS

Union members may request cash in lieu of the current year's sick days at the end of the year in accordance with the following schedule:

<u>Unused Annual Sick Days</u>	<u>Days Which May Be Cashed In</u>
12	6 for 6 days' pay
11	5 for 3 days' pay
10	4 for 1 day's pay

The parties expressly acknowledge that this benefit shall not be applied retroactively and shall only become available after the date of ratification of this CBA by both PVSC and the Union.

8.7 PERSONAL DAYS

Each Union employee shall be granted three (3) days of personal time with pay per each full calendar year. Union employees who begin employment with PVSC after January 1 but on or before July 1 shall receive two (2) days of personal time per calendar

year. Union employees who begin employment with PVSC after July 1 shall receive one and one-half (1½) days of personal time for that calendar year. Employees who begin employment with PVSC after September 1 shall not be granted personal time for that calendar year.

Personal time may not be accumulated; if it is not used within the calendar year in which it is granted, it is forfeited.

Personal time may not be used without advance notice to and, except in the case of an emergency, without the approval of the employee's immediate supervisor. Ordinarily, the employee does not need to give a reason for the use of personal time. In the case of an emergency, the employee may be required to provide documentation necessitating the need for use of personal time.

Personal time may be used as follows: (a) the first increment of a single request to use personal time shall be no less than one (1) hour; and (b) after the initial one-hour increment, and within the same request to use personal time, subsequent consecutive minimum increments of thirty (30) minutes may be used. In other words, personal time may be used in the following amounts: one (1) hour, ninety (90) minutes, two (2) hours, etc.

8.8 JURY DUTY

Jury duty is an important civic duty. A Union employee who is summoned to act as a juror shall be paid his/her regular salary, less any amount received from the court for such duty, excluding travel and maintenance payment. An employee returning from jury duty must bring a statement from the court verifying the days the employee served.

An employee who is called to serve on jury duty must give PVSC at least two (2) weeks' notice prior to serving. If a jury duty notice is not received by the employee so as to enable him/her to give the two (2) week notice, the employee shall give PVSC evidence that the notice could not be given.

When not called upon to act as a juror for any one day or major part thereof, the employee must report for work to the job assigned during jury duty.

8.9 LEAVES OF ABSENCE

A. Family and Medical Leave

Employees may be eligible to take paid and/or unpaid job-protected leave for certain family-related or medical reasons under the federal Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act (NJFLA). This policy is intended to serve as an overview of an employee's rights and obligations under both of these laws, and is not intended to cover all issues which may arise, nor address all the distinctions that exist between the federal and State laws.

Any medical leave will run concurrently with the FMLA. An application for medical leave shall be considered as an application for FMLA leave as well.

To be eligible for leave under FMLA, an employee must have a minimum tenure of twelve (12) months employment with PVSC and have worked at least 1,250 hours in the twelve (12) month period immediately preceding the start date of the leave. To be eligible under NJFLA, an employee must have a minimum tenure of twelve (12) months employment with PVSC and have worked at least 1,000 hours during the twelve (12) months immediately preceding the leave. Where eligibility under both Acts is available, the two entitlements shall run concurrently.

Under FMLA, an eligible employee may be granted leave for the following purposes: 1) the birth, adoption, or foster care placement of the employee's child; 2) the care for the employee's family member with a serious health condition; or 3) the employee's own serious health condition that prevents the employee from performing the essential functions of his/her position. The NJFLA provides leave for the first two (2) purposes listed above, but does not permit leave for the serious health condition of the employee.

Eligible employees will be granted a paid and/or unpaid leave of absence for up to twelve (12) weeks during the rolling twelve (12) month period under FMLA or during the twenty-four (24) month period under NJFLA, measured backward from the date the employee begins any FMLA leave. Union employees must use all accrued paid sick time, but not all available sick time (which may include both accrued and unaccrued time), and/or donated leave time before unpaid leave will be granted for the balance of the eligible period. Other accrued paid time such as vacation, personal, or compensatory time may also be substituted for unpaid time, at the employee's option. Employees may not accrue sick or vacation allowances while on the unpaid portion of Family Medical Leave. Leave taken for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

Consecutive leave is leave taken without an interruption, and is available for any of the reasons stated above.

Intermittent Leave is leave that is taken in non-consecutive increments. To be eligible for intermittent leave, a serious medical condition must exist and the employee must provide a certificate of medical necessity. Intermittent leave is not available during family leave for the birth, adoption, or foster placement of a child. The employee is required to make a reasonable effort to schedule intermittent leave so as to minimize disruptions to his/her department. An employee may be temporarily transferred to an alternative position with the equivalent pay and benefits, if the alternate position would better accommodate an intermittent or reduced schedule. The total time within which the twelve (12) week (60 working days) leave is taken cannot exceed a twelve (12) month period.

Reduced leave is a scheduled reduction in an employee's usual number of working hours per workweek or workday. To be eligible for reduced leave, a serious medical condition must exist, and the employee must provide a certificate of medical necessity. Reduced leave is not available during family leave for the birth, adoption, or foster

placement of a child. The employee is required to make a reasonable effort to schedule reduced leave so as to minimize disruptions to his/her department and PVSC must agree to the reduced schedule.

Union employees must use all accrued paid sick time, but not all available sick time, and/or donated leave time before unpaid leave will be granted for the balance of the eligible period. Other accrued paid time such as vacation, personal, or compensatory time may also be substituted for unpaid time, at the employee's option. The total combination of paid and unpaid leave may not exceed a yearly total of twelve (12) weeks under the provisions of FMLA. NJFLA allows a total of twelve (12) weeks over a twenty-four (24) month period. Leave allowed under the provisions of FMLA will run concurrently with any period of Temporary Disability of Employee's Compensation. Employees may not accrue vacation/sick allowances while on the unpaid portion of family medical leave. In addition, an employee's length of service may be reduced by the amount of unpaid family/medical leave.

Where the necessity for leave is foreseeable, requests for leave under this policy should be submitted to PVSC in writing at least thirty (30) days prior to the date on which an employee wishes to commence leave. If it is not possible to provide thirty (30) days' notice, then the employee must provide as much notice as possible. Where the necessity for leave is not foreseeable, an employee shall notify his/her immediate supervisor and Human Resources of the need to take leave as soon as practicable.

Where leave is taken for the employee's own serious health condition or to care for a family member suffering from a serious health condition, employees will be required to submit a medical certification issued by a duly licensed health care provider documenting the serious health condition. The employee must furnish the certification within fifteen (15) days after it has been requested. Failure to timely provide a medical certification upon request may result in denial of leave until it is provided.

PVSC may require an examination by a second health care provider designated by PVSC. If the second health care provider's opinion conflicts with the original medical certification, PVSC may require a third mutually agreeable health care provider to conduct an examination and provide a final and binding opinion. Periodic reports and/or recertification of the employee's status and intent to return to work may be required during the leave period at least every thirty (30) days. Failure to provide a recertification upon request, within fifteen (15) days, if such is practicable, may result in delay or denial of additional leave. PVSC may also require an employee returning from leave due to his/her own serious health condition to submit a medical certification of fitness-for-duty.

During an approved family/medical leave, PVSC will continue paying its portion of the benefit cost for employees covered under its group health benefits programs. The employee must continue to pay his/her portion of the applicable benefit cost during the leave. If the employee fails to make a payment when due, the coverage may be terminated after a thirty (30) day grace period. Upon return from family/medical leave, PVSC may seek repayment of all health benefit costs incurred during the leave.

An employee taking an approved family/medical leave of absence will be entitled to reinstatement to his/her former position, or to another position of equivalent

compensation, benefits, status, and responsibility, if he/she returns from the leave on the agreed upon date (including any approved extensions), and the entire leave lasts no more than the amount of time allowed for by both FMLA and NJFLA.

An employee may not work full-time for another employer or be self-employed during any leave unless the employee was providing those services immediately prior to the commencement of the leave. An employee's leave may be cancelled and disciplinary action may be taken, including immediate termination, prior to the expiration of the leave period, if this policy is violated.

B. Personal Leave

Extended leave for personal reasons is not favored by PVSC. Extended personal time will only be considered upon written request to the Commissioners submitted through the employee's immediate Supervisor, and upon a finding by the Commissioners that extraordinary reasons for such leave exist. The Commissioners may require documentation of the reasons for such request. The Commissioners may grant extended personal time of up to thirty (30) consecutive calendar days. No extended personal leave time shall be granted unless and until all other forms of leave available have been exhausted. No employee shall be paid during an extended personal time. Probationary and seasonal employees are not eligible for extended personal time.

Unless excused by the Commissioners, the failure to return to work after the expiration of an extended personal time of absence shall be deemed a voluntary termination of employment by the employee. An employee on an extended personal time who accepts any outside employment without permission of the Commissioners shall be deemed to have voluntarily terminated PVSC employment.

8.10 HEALTH AND WELFARE BENEFITS

A. Medical Plan

Subject to Chapter 78, P.L. 2011, PVSC currently provides health benefits to Union members under the State of New Jersey Health Benefits Plan (SHBP). During the term of the new collective bargaining agreements, PVSC shall continue to provide health benefits to Union members at a level equal to or better than the benefits currently provided. The Union expressly acknowledges and agrees that all benefits provided under this section are subject to Union member contribution under Chapter 78, P.L. 2011, and/or any other laws, rules, or regulations that may apply.

If PVSC chooses to participate in the SHBP, Union members will have the option of choosing medical and prescription coverage from all available medical and prescription plans offered through the SHBP.

New employees will be eligible for membership in PVSC's medical benefit plan on the first day following completion of the require two (2) month waiting period. Details of all benefits plans will be made available in benefits booklets in the Human Resources Department.

Any change in address or family or marital status shall be reported immediately in writing to the Human Resources Department by the employee. Additional costs to PVSC resulting from failure to properly notify Human Resources of such changes in status will be charged to the employee.

Union member who wish to receive health care benefits through PVSC shall sign a written authorization allowing PVSC to withhold such contributions for health care benefits from their wages.

Any Union member who has confirmed other health care insurance and who does not wish to receive health care benefits through PVSC may elect to waive such benefits by signing a written waiver of coverage. A waiver of coverage may be revoked and, upon execution of a wage withholding authorization, the employee shall again be entitled to receive health care benefits through PVSC.

All details concerning the above benefit plan(s) are as per the Benefit Manual(s) provided by the health care provider(s). PVSC will provide the Union with written notice of any change in health care plan(s) or provider(s) thirty (30) days prior to the effective date of the change. The inadvertent failure of PVSC to provide such notice shall have no effect on such change and shall be remedied as soon as may be practicable.

B. Prescription Plan

PVSC will provide a prescription plan for all Union employees, equal to or better than the prescription drug benefit provided by the NJ State Health Benefits Plan (SHBP). If a prescription drug benefit separate from those provided by the SHBP is provided by PVSC, new employees shall become eligible ninety (90) days after their date of hire.

PVSC will provide the Union with written notice of any change in prescription plan(s) or provider(s) thirty (30) days prior to the effective date of the change. The inadvertent failure of PVSC to provide such notice shall have no effect on such change and shall be remedied as soon as may be practicable.

C. Health Care Benefits Waiver

Prior to the commencement of a calendar year, a Union member wishing to waive health care benefits must make a waiver request in writing to the Department of Human resources and must provide proof to PVSC that the member has alternate primary health care coverage for the year in which the waiver is requested. A Union member who elects to waive health care coverage from PVSC shall be entitled to compensation in the amount of 25% of the annual cost of insurance coverage, up to a maximum of \$5,000. Retirees who leave their employment mid-year will be compensated for waiving health care coverage in the year of their retirement on a pro-rated basis. A Union member who either voluntarily or involuntarily is separated from employment for any reason other than retirement prior to the end of a calendar year in which a health care coverage waiver has been requested shall not be entitled to this benefit.

8.11 DENTAL PLAN

PVSC shall provide dental coverage to regular employees at the current level (\$5,000) or better at no additional cost to the employee.

PVSC will provide the Union with written notice of any change in dental plan(s) or provider(s) thirty (30) days prior to the effective date of the change. The inadvertent failure of PVSC to provide such notice shall have no effect on such change and shall be remedied as soon as may be practicable.

8.12 OPTICAL PLAN

PVSC provides an Optical Plan which allows one (1) eye examination and one (1) pair of glasses or contact lenses for each employee and their dependent(s), in a calendar year. New employees shall become eligible on the first day of the month after their date of appointment. The currently allowable reimbursements per year are as follows:

\$45.00 for eye examination and \$200.00 for a pair of eyeglasses.

PVSC will continue to provide optical coverage to regular employees at the current level, or better, at no cost to the employees.

PVSC will provide the Union with written notice of any change in optical plan(s) or provider(s) thirty (30) days prior to the effective date of the change. The inadvertent failure of PVSC to provide such notice shall have no effect on such change and shall be remedied as soon as may be practicable.

8.13 RETIREMENT BENEFITS

A. Continuation of Optical and Dental Benefits for Retirees

When an active employee retires from PVSC with twenty (20) or more years of service to the agency, and is qualified to receive a State pension through the New Jersey Public Employees' Retirement System, the optical and dental programs will continue for the retiring employee and his or her spouse for a period of ten (10) years from the date of retirement. During the period that benefits are continuing for retirees, if the retiree should die, his or her spouse will continue to receive benefits for the remaining years up to ten (10) years. The dental and optical programs will also continue for a retiring employee and his or her spouse, as set forth above, provided that, as of the date of execution of this agreement: (1) the retiring employee was employed by PVSC for a period of five (5) years or more; and (2) he or she was age sixty (60) or older, or (3) he or she had twenty-five (25) years or more of service in the New Jersey Public Employees' Retirement System. It is understood that the provisions contained in this paragraph shall apply only to current employees who meet the criteria as of the date of this agreement; all current employees who do not meet the criteria contained in this paragraph and all future employees shall be required to meet the service parameters stated in the first sentence of this section.

B. Medical and Prescription Benefits for Retirees

PVSC will continue to pay a percentage of the healthcare premium charges or periodic charges for the benefits provided for certain eligible PVSC Union retirees and their dependents at the time of retirement, with a cost-sharing percentage to be paid by the Union retiree, as outlined in Section 8.10 A of this CBA according to the amount of the Union retiree's pension allowance.

PVSC will pay the entire cost of the healthcare premium charges or periodic charges for the benefits provided for certain eligible PVSC Union retirees and their dependents at the time of retirement if the Union retiree had twenty (20) or more years of credited service in PERS, pursuant to Chapter 78, P.L. 2011.

PVSC will also reimburse eligible PVSC Union retirees who were hired prior to January 1, 2013, for all premium charges under Part B of the Federal Medicare Program for the Union retirees and their spouses, civil union partners, or domestic partners at the time of retirement.

Eligible PVSC Union retirees must have retired from the Public Employees' Retirement System (PERS) with twenty-five (25) or more years of credited service, except those who elected deferred retirement, but including those on a disability retirement based on fewer years of credited service.

8.14 PROFESSIONAL ADVANCEMENT – TUITION REIMBURSEMENT

PVSC may provide reimbursement for regular, full-time Union employees who attend approved courses of study on their own time at institutions approved by the Commissioners. The purpose of such reimbursement is to enable employees to increase their knowledge and skills in order to contribute more effectively to PVSC programs.

To be eligible for tuition reimbursement, the employee must receive prior written approval from the Commissioners. All requests for tuition reimbursements shall be reviewed by the Executive Director for final determination. Reimbursement shall not exceed \$4,000 per employee per year.

The following fees and service costs are allowable:

- Tuition and matriculation fees.
- Library and laboratory fees.
- Purchase and rental of books, materials, and supplies.
- Other services of facilities directly related to the training.
- Membership fees to the extent that fees are required for the training.

Employees seeking reimbursement must complete all course work with a passing grade of "C" or above (or a grade of "Pass" where no letter or equivalent grades are available). Proof of course completion with a passing grade (i.e., "C" or above or "Pass"

where no letter or equivalent grades are available) and written vouchers for allowable fees and service costs must be submitted for reimbursement.

PVSC will permit Union employees to receive reimbursement for the employee's payment of tuition costs for a course required by PVSC in advance of the completion of that course, so long as the employee signs a loan agreement for the repayment of those costs as described above. In instances in which PVSC provides a tuition payment in advance of the employee actually taking the course, such advance tuition payment will be made directly to the course provider.

Employees shall sign a tuition aid reimbursement agreement, which provides that any reimbursement must be repaid if the employee voluntarily separates from PVSC employment or is terminated with cause within two (2) years after completion of a course for which tuition reimbursement was paid.

8.15 TRAINING TIME POLICY AND LICENSE RENEWAL FEE REIMBURSEMENT

A. C and S Wastewater Licenses

For C1, C2, S1, and S2 wastewater licensing, PVSC will provide a minimum of six (6) on-site training contact hours (TCHs). In addition, PVSC will allow one (1) paid training day per year for the purpose of attending off-site TCH courses, with approval by the Executive Director.

For C3, C4, S3, and S4 wastewater licensing, PVSC will provide a minimum of twelve (12) on-site TCHs. In addition, PVSC will allow up to two (2) paid training days per year for the purpose of attending off-site TCH courses, with approval by the Executive Director.

Requests for additional paid TCH training days may be approved by the Executive Director upon request from the Department Director. PVSC will credit eligible employees with a paid training day only after receipt of a completed TCH course certificate from the employee.

A Union employee wishing to be reimbursed for TCH course tuition or materials must be affiliated with the New Jersey Water and Environment Association (NJWEA). PVSC will reimburse eligible employees for the amount charged by NJWEA for its TCH courses.

An employee who has received reimbursement for TCH course tuition and/or materials, and who subsequently has let his/her licensing lapse, shall reimburse PVSC for all amounts reimbursed by PVSC for TCH course tuition and/or materials.

PVSC will reimburse employees for C and S wastewater licensing renewal fees retroactively within timeframe of this CBA at the specified annual renewal rate upon submittal of a paid receipt or other confirmed renewal documentation.

B. Professional Engineering (PE) Licenses

For Professional Engineering (PE) licensing, PVSC will allow up to two (2) paid training days per year for the purpose of attending off-site courses for Professional Development Hours (PDHs), with approval by the Executive Director.

Requests for additional paid PDH training days may be approved by the Executive Director upon request from the Department Head. PVSC will credit eligible employees with a paid training day only after receipt of documentation of a completed PDH course from the employee.

PVSC will reimburse eligible employees for the amount charged for approved PDH courses. An employee who has received PDH course tuition and/or materials, and who subsequently has let his/her licensing lapse, shall reimburse PVSC for all amounts reimbursed by PVSC for PDH course tuition and/or materials.

Commencing September 1, 2015, PVSC will reimburse Union members for PE licensing renewal fees retroactively within the timeframe of this CBA at the specified annual renewal rate upon submittal of a paid receipt or other confirmed renewal documentation.

C. Registered Nurse (RN) Licenses

For Registered Nurse (RN) licensing, PVSC will allow up to two (2) paid training days per year for the purpose of attending off-site courses for Continuing Education (CE) credits, with approval by the Executive Director.

Requests for additional paid CE training days may be approved by the Executive Director upon request from the Department Head. PVSC will credit eligible employees with a paid training day only after receipt of documentation of a completed CE course from the employee.

PVSC will reimburse eligible employees for the amount charged for approved CE courses. An employee who has received CE course tuition and/or materials, and who subsequently has let his/her licensing lapse, shall reimburse PVSC for all amounts reimbursed by PVSC for CE course tuition and/or materials.

Commencing September 1, 2015, PVSC will reimburse Union members for RN licensing renewal fees retroactively within the timeframe of this CBA at the specified annual renewal rate upon submittal of a paid receipt or other confirmed renewal documentation.

8.16 401(G) Retirement Plan

PVSC shall contribute to the Union members' supplemental retirement plan in the amounts listed below per hour to said fund for each employee for regular hours paid to the maximum amounts per week also shown below for each employee. Separate funds shall be established for employees covered and not covered by the collective bargaining agreement with the Union. Details on said plan are available from the Human Resources Department.

2015-2017 Fifty-five (55) cents per hour to maximum of twenty-two dollars (\$22.00) per week.

SECTION 9 – GRIEVANCE PROCEDURE

9.1 GRIEVANCE AND APPEALS

Should differences arise between PVSC and the Union Bargaining Unit or any of the Union employee(s) covered by this Agreement as to the meaning and application of the provisions of this Agreement, or should a dispute or problem of any kind arise in or around PVSC's premises, there shall be no suspension of work on account of such difference or problem. Instead, the following procedures shall apply:

A. Grievances of Working Conditions and Discipline Up to and Including Extended Suspensions

The following procedure shall apply to any grievance relating to an employee's general working conditions, including, but not limited to, position or wages, or to any discipline imposed upon the employee up to and including an extended suspension:

1. Within three (3) business days of the action of knowledge of the condition seeking to be grieved, the Union employee may discuss the grievance with his/her immediate supervisor. If the employee is not satisfied with the result of the discussion, the employee may, within three (3) business days thereafter, file a written notice of grievance with the Department Head. If, for any reason, the employee does not wish to discuss the grievance with his/her immediate supervisor, the employee may begin the procedure with written notice to the Department Head. The Department Head shall make a determination on the grievance within five (5) business days of the date it is received and shall advise the employee of the decision in writing.
2. The Union employee may appeal the decision of the Department Head to the Executive Director. The appeal shall be in writing and shall be filed within three (3) business days of the action or decision of the Department Head. If the Executive Director determines that a fact finding hearing is not necessary, he shall decide the matter within fifteen (15) business days. If the Executive Director determines that a fact finding hearing is necessary, he shall schedule same within thirty (30) days of receipt of the appeal. He may either conduct the hearing or assign it to a Hearing Officer. The Executive Director or Hearing Officer shall render their decision within fifteen (15) business days of the completion of the hearing. The hearing will be closed and its conduct kept confidential. In the event the Executive Director fails to take any action on said appeal within fifteen (15) business days of receipt, the appeal shall be deemed denied and all administrative remedies deemed complete. Any decision of the Executive Director shall be in writing and shall be final with no further right of appeal.
3. To grieve an Extended Suspension, the procedure is the same as outlined above, except that the initial discussion shall be with the

employee's Department Head, the written notice of grievance (if any) shall be filed with the Executive Director, and the appeal (if any) shall be made to the Commissioners via filing a notice of appeal with the PVSC Clerk.

B. Appeals of Major and Indefinite Suspensions/Terminations for Cause – Right to Hearing

1. In any case where a Union employee is issued a disciplinary action involving a Major or Indefinite Suspension or termination for cause, the employee shall be given written notification of the right to a hearing on the charges. The notification shall set forth in writing the facts upon which the disciplinary action is based. If the employee desires a hearing, he/she must request the same in writing. The request shall be filed with the Executive Director. The Executive Director shall appoint a Hearing Officer to conduct the hearing, who shall make specific findings of fact and recommendations to the Commissioners for consideration and final determination. The hearing will be closed and its conduct kept confidential. If the employee does not request a hearing within five (5) business days of notification of a Major or Indefinite Suspension, the Executive Director may take such action as is appropriate without further notice to the employee. PVSC shall make every effort to conduct a disciplinary hearing within ten (10) business days of the request for a hearing.
2. Any Union employee grieving a Major or Indefinite Suspension or termination for cause shall represent himself/herself at the hearing, or may be represented at the hearing by a private attorney. Subject to relevancy objections, the employee may call such witnesses as he/she deems necessary for a full and fair hearing and may request such witnesses as are employees of PVSC to be made available for the hearing.
3. For good cause, the Executive Director, may waive or enlarge any of the time periods contained in this section.

C. Arbitration

1. If any grievance on a matter other than a suspension is not settled by any of the previous steps, either PVSC or the Union employee may, within ten (10) business days after the final determination set forth above, give written notice to the other party of the desire to arbitrate the matter, and it shall be referred to arbitration. PVSC and the employee shall endeavor to select a party mutually satisfactory to them as to act as the arbitrator.
2. If PVSC and the Union employee cannot agree on an arbitrator within five (5) business days after receipt of notice for arbitration, either

party may request the American Arbitration Association to submit a list of six (6) Arbitrators from which an Arbitrator may be selected, in accordance with the practice of that organization.

3. The Arbitrator, in making findings and reaching conclusions, shall be confined to the particular case presented and shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement. It is specifically understood and agreed that any arbitration held pursuant to the provisions of this Agreement is advisory in nature and is not binding upon the parties.
4. The expense of the Arbitrator and other agreed upon expenses shall be shared equally by PVSC and the Union employee.

SECTION 10 – MISCELLANEOUS

10.1 JOB SPECIFICATIONS

In order to establish job duties of employees in the various positions, each position shall be classified by title for which there will be an applicable salary range. All Union position titles shall carry appropriate specifications.

Specifications for each job title shall contain statements of duties, responsibilities, and supervisory relationships of the position, and shall provide information necessary for proper classification. Nothing in this section shall prohibit the assignment of the same or similar duties to various positions.

Specifications may be revised when deemed necessary or desirable. It is the responsibility of the Department Heads to notify the Director of Human Resources when job assignments are revised and to describe the nature of the changes. The Director of Human Resources shall review job specifications and from time to time recommend changes to the Executive Director.

10.2 JOB POSTING

Professional job openings will be posted internally by email notification for at least one (1) week prior to being advertised externally. Preference will be given to qualified candidates from within PVSC for Union job openings.

10.3 NOTIFICATION OF NEW EMPLOYEES

At the inception of the employment of a new Union employee, PVSC agrees within forty-eight (48) hours to submit to the Lead Representative of the Union the starting rate, job classification, schedule of increases, and schedule of employment benefits of the new employee.

10.4 PROBATIONARY EMPLOYEES

All Union employees commencing employment in a new title as a result of a new hire shall serve on a probationary basis for a period of one (1) year after the date of hire.

Union employees commencing employment in a new title as a result of promotion or demotion shall serve on a probationary basis for a period of six (6) months after appointment to the new title.

Union employees commencing employment in a new title as a result of a title change shall not serve a probationary period, as long as the job description and duties associated with that job remain unchanged.

All Union employees will be evaluated at the end of the applicable probationary period. Upon satisfactory completion of the probationary period(s), the Union employee will be considered for regular employment by PVSC.

The following job related factors shall be evaluated at the end of the Probationary Period for PVSC to consider the employee for regular employment:

Professionalism	Integrity
Communication	Leadership
Teamwork	Strategic Thinking
Organization and Planning	Supervising People
Initiative and Responsibility	Dependability/Reliability

10.5 PROFESSIONAL EMPLOYEE CAREER PROGRESSION

Each job classification within the Union will have a career progression track including multiple levels through which Union employees will have the opportunity to advance to higher Pay Grades during their careers at PVSC, according to the Career Progression documents as prepared by the Department Heads. Union employees will be considered for advancement to the next Pay Grade based on acceptable performance evaluation and supervisor recommendation.

10.6 DONATED LEAVE POLICY

PVSC shall maintain its Donated Leave Policy with respect to Union employees for the term of this Collective Bargaining Agreement (CBA), which provides a means for PVSC employees to donate sick or vacation leave to an employee who (1) suffers from a catastrophic health condition or injury; (2) is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or (3) requires absence from work due to the donation of an organ, as set forth in PVSC Executive Directive No. 72-12, effective May 1, 2012

10.7 ENFORCEABILITY

Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

10.8 INTEGRATION

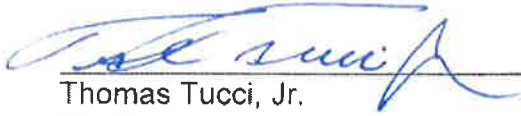
This Agreement contains the full and final understanding and agreement between the parties of all matters contained herein. This Agreement supersedes any and all contracts, writings, communications, and/or agreements of any nature between the parties.

10.9 EFFECTIVE DATE AND MODIFICATION

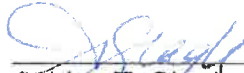
When signed by PVSC and the Union, this Agreement shall take effect as of January 1, 2015, and shall be in force for a three (3) calendar year period ending on December 31, 2017, except as where otherwise may be noted. Thereafter, this Agreement shall continue in force from year to year unless either desires to change, modify, or abrogate same, in which event they shall notify the other party in writing one hundred twenty (120) days prior to the actual changes desired. Negotiations shall thereafter proceed pursuant to the appropriate New Jersey Statutes and Regulations adopted by the Public Employment Relations Commission (PERC) pursuant thereto.

FOR PVSC:

FOR THE PVSC PROFESSIONAL
GROUP:



Thomas Tucci, Jr.
Chairman



Ashley T. Slagle, Lead Representative
PVSC Professional Group

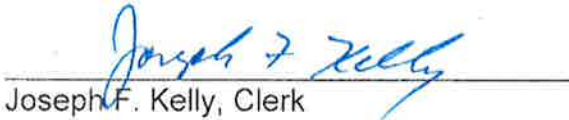


Gregory A. Tramontozzi
Executive Director



Michael G. Donne, Representative
PVSC Professional Group

ATTEST:



Joseph F. Kelly, Clerk

PROFESSIONAL GROUP WAGE RATE SCHEDULE A - YEAR 2015

6 Step Increment -

RANGE	Each Range	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>
5 \$	2,353	\$ 47,087	\$ 49,441	\$ 51,794	\$ 54,147	\$ 56,501	\$ 58,854
6 \$	2,600	\$ 51,918	\$ 54,517	\$ 57,117	\$ 59,717	\$ 62,316	\$ 64,916
7 \$	2,855	\$ 56,681	\$ 59,536	\$ 62,392	\$ 65,247	\$ 68,102	\$ 70,958
8 \$	3,145	\$ 62,988	\$ 66,133	\$ 69,277	\$ 72,422	\$ 75,567	\$ 78,711
9 \$	3,470	\$ 69,581	\$ 73,051	\$ 76,521	\$ 79,990	\$ 83,460	\$ 86,930
10 \$	3,835	\$ 76,761	\$ 80,596	\$ 84,432	\$ 88,267	\$ 92,103	\$ 95,938
11 \$	4,103	\$ 82,200	\$ 86,303	\$ 90,406	\$ 94,508	\$ 98,611	\$ 102,714
12 \$	4,527	\$ 90,582	\$ 95,109	\$ 99,636	\$ 104,164	\$ 108,691	\$ 113,218
13 \$	4,997	\$ 99,989	\$ 104,986	\$ 109,983	\$ 114,980	\$ 119,977	\$ 124,974
14 \$	5,506	\$ 110,016	\$ 115,522	\$ 121,028	\$ 126,535	\$ 132,041	\$ 137,547
15 \$	6,058	\$ 121,299	\$ 127,357	\$ 133,414	\$ 139,472		

PROFESSIONAL GROUP WAGE RATE SCHEDULE B - YEAR 2016

6 Step Increment -

RANGE	Each Range	1ST	2ND	3RD	4TH	5TH	6TH
5 \$	2,400	\$ 48,029	\$ 50,430	\$ 52,830	\$ 55,230	\$ 57,631	\$ 60,031
6 \$	2,652	\$ 52,956	\$ 55,608	\$ 58,259	\$ 60,911	\$ 63,562	\$ 66,214
7 \$	2,912	\$ 57,814	\$ 60,727	\$ 63,639	\$ 66,552	\$ 69,464	\$ 72,377
8 \$	3,208	\$ 64,248	\$ 67,455	\$ 70,663	\$ 73,871	\$ 77,078	\$ 80,286
9 \$	3,539	\$ 70,973	\$ 74,512	\$ 78,051	\$ 81,590	\$ 85,129	\$ 88,668
10 \$	3,912	\$ 78,296	\$ 82,208	\$ 86,120	\$ 90,032	\$ 93,945	\$ 97,857
11 \$	4,185	\$ 83,844	\$ 88,029	\$ 92,214	\$ 96,398	\$ 100,583	\$ 104,768
12 \$	4,618	\$ 92,393	\$ 97,011	\$ 101,629	\$ 106,247	\$ 110,865	\$ 115,482
13 \$	5,097	\$ 101,989	\$ 107,086	\$ 112,183	\$ 117,280	\$ 122,377	\$ 127,473
14 \$	5,616	\$ 112,216	\$ 117,833	\$ 123,449	\$ 129,066	\$ 134,682	\$ 140,298
15 \$	6,179	\$ 123,725	\$ 129,904	\$ 136,083	\$ 142,261		

PROFESSIONAL GROUP WAGE RATE SCHEDULE C (Six Step) - YEAR 2017

6 Step

RANGE	Increment - Each Range	6 Step					
		1ST	2ND	3RD	4TH	5TH	6TH
5 \$	2,448 \$	48,990 \$	51,438 \$	53,886 \$	56,335 \$	58,783 \$	61,232 \$
6 \$	2,705 \$	54,015 \$	56,720 \$	59,424 \$	62,129 \$	64,834 \$	67,538 \$
7 \$	2,971 \$	58,971 \$	61,941 \$	64,912 \$	67,883 \$	70,854 \$	73,824 \$
8 \$	3,272 \$	65,533 \$	68,804 \$	72,076 \$	75,348 \$	78,620 \$	81,891 \$
9 \$	3,610 \$	72,392 \$	76,002 \$	79,612 \$	83,222 \$	86,832 \$	90,442 \$
10 \$	3,990 \$	79,862 \$	83,852 \$	87,843 \$	91,833 \$	95,824 \$	99,814 \$
11 \$	4,269 \$	85,521 \$	89,789 \$	94,058 \$	98,326 \$	102,595 \$	106,863 \$
12 \$	4,710 \$	94,241 \$	98,951 \$	103,662 \$	108,372 \$	113,082 \$	117,792 \$
13 \$	5,199 \$	104,029 \$	109,228 \$	114,427 \$	119,625 \$	124,824 \$	130,023 \$
14 \$	5,729 \$	114,460 \$	120,189 \$	125,918 \$	131,647 \$	137,376 \$	143,104 \$
15 \$	6,302 \$	126,199 \$	132,502 \$	138,804 \$	145,107 \$		

